

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				INITIALS / CONTROL NO. 5912G/014370		1. REQUISITION NUMBER N66604-1051-0126		PAGE 1 OF 15					
<i>OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>													
2. CONTRACT NO. N66604-01-R-4370		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE 29 MAY 01					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carol G. Boehler		b. TELEPHONE NUMBER (No collect calls) 401-832-1489		FAX NUMBER 401-832-4820		8. OFFER DUE DATE / LOCAL TIME 27 JUN 01 2:00					
9. ISSUED BY Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5912, Simonpietri Drive Newport, RI 02841-1708				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: _____ FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS 8(a) <input type="checkbox"/>		11. DELIVERY IS FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS: 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
15. DELIVER TO (SUPPLIES ONLY) CODE N66604 Receiving Officer Naval Station Newport 47 Chandler Street Newport, RI 02841-1716 M/F: NUWC Division, Newport -- N66604-01-M-4370				NAICS: 721110 SIZE STANDARD \$5.0M		RFQ <input type="checkbox"/> IFB <input type="checkbox"/> <input checked="" type="checkbox"/> RFP		14. METHOD OF SOLICITATION					
17a. CONTRACTOR / OFFEROR CAGE CODE				16. ADMINISTERED BY CODE N66604 SEE BLOCK 9									
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER <input type="checkbox"/>				18a. PAYMENT WILL BE MADE BY CODE PAYMENT WILL BE MADE BY GOVERNMENT PURCHASE CARD, CURRENTLY THE CITIBANK MASTERCARD. SEE CLAUSE G1 ON PAGES 5 AND 6.									
17c. POC/TELE. NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED <input checked="" type="checkbox"/> SEE NOTE ABOVE									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE PAGE 2											
DIST: File(1), Kr (1), 0221 (1), 0221 Rec Control(1), /5822 (1)													
25. ACCOUNTING AND APPROPRIATION DATA A1: 97X4930.NH6A 000 77777 0 066604 2F (INCREASE)										26. TOTAL AWARD AMOUNT (For Govt. Use Only) R NOT-TO EXCEED			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) CAROL G. BOEHLER				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						33. SHIP. NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		38. S/R ACCOUNT NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						39. S/R VOUCHER NUMBER		40. PAID BY		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS			

SCHEDULE CONTINUATION ADDENDUM

**NAVAL UNDERSEA WARFARE CENTER, DIVISION NEWPORT (NUWCDIVNPT) FUNCTION FOR ____
OCTOBER 2001 (18 October is preferred, 16 or 17 October is the second choice, offerors shall fill-in the date
proposed):**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. NOT-TO- EXCEED AMOUNT
0001	Guest Rooms per Clause C1(a-g) below.	45	Rooms	\$_____	\$_____
0002	Function: room rental, food, beverage and Service Charge per Clause C1(h) below.				
0002AA	Standing Podium with Light and Microphone	1	Each	\$_____	\$_____
0002AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$_____	\$_____
0002AC	Montage of International and Domestic Cheeses	100	Person	\$_____	\$_____
0002AD	Chips, Crackers, Smartfood and Dips	100	Person	\$_____	\$_____
0002AE	Garden Vegetable Display and Dip	100	Person	\$_____	\$_____
0002AF	Fried Chicken Sesame	150	Piece	\$_____	\$_____
0002AG	Bacon Wrapped Scallops	250	Piece	\$_____	\$_____
0002AH	Italian Sausage Calzones	150	Piece	\$_____	\$_____
0002AJ	Assorted Soft Drinks	120	Each	\$_____	\$_____
0002AK	Meeting Room Set-Up Fee	1	Each	\$_____	\$_____
0002AL	Service Charge	1	LO	\$_____	\$_____
	TOTAL CLINs 0001 and 0002:				\$_____

**OPTION A -- NUWCDIVNPT FUNCTION FOR ____ NOVEMBER 2001 (15 November is preferred, 14 November
is the second choice, offerors shall fill-in the date proposed):**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. NOT-TO- EXCEED AMOUNT
0003	Guest Rooms per Clause C1(a-g) below.	45	Rooms	\$_____	\$_____
0004	Function: room rental, food, beverage and Service Charge per Clause C1(h) below.				
0004AA	Standing Podium with Light and Microphone	1	Each	\$_____	\$_____
0004AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$_____	\$_____
0004AC	Montage of International and Domestic Cheeses	100	Person	\$_____	\$_____
0004AD	Chips, Crackers, Smartfood and Dips	100	Person	\$_____	\$_____
0004AE	Garden Vegetable Display and Dip	100	Person	\$_____	\$_____
0004AF	Fried Chicken Sesame	150	Piece	\$_____	\$_____
0004AG	Bacon Wrapped Scallops	250	Piece	\$_____	\$_____
0004AH	Italian Sausage Calzones	150	Piece	\$_____	\$_____
0004AJ	Assorted Soft Drinks	120	Each	\$_____	\$_____
0004AK	Meeting Room Set-Up Fee	1	Each	\$_____	\$_____
0004AL	Service Charge	1	LO	\$_____	\$_____
	TOTAL CLINs 0003 and 0004:				\$_____

OPTION B -- NUWCDIVNPT FUNCTION FOR ____ DECEMBER 2001 (6 December is preferred, 5, 12, or 13 December is the second choice, offerors shall fill-in the date proposed):

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. NOT-TO- EXCEED AMOUNT
0005	Guest Rooms per Clause C1(a-g) below.	45	Rooms	\$ _____	\$ _____
0006	Function: room rental, food, beverage and Service Charge per Clause C1(h) below.				
0006AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0006AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0006AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0006AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0006AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0006AF	Fried Chicken Sesame	150	Piece	\$ _____	\$ _____
0006AG	Bacon Wrapped Scallops	250	Piece	\$ _____	\$ _____
0006AH	Italian Sausage Calzones	150	Piece	\$ _____	\$ _____
0006AJ	Assorted Soft Drinks	120	Each	\$ _____	\$ _____
0006AK	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0006AL	Service Charge	1	LO	\$ _____	\$ _____
	TOTAL CLINs 0005 and 0006:				\$ _____

OPTION C -- NUWCDIVNPT FUNCTION FOR ____ FEBRUARY 2002 (13 February is preferred, offerors shall fill-in the date proposed):

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. NOT-TO- EXCEED AMOUNT
0007	Guest Rooms per Clause C1(a-g) below.	45	Rooms	\$ _____	\$ _____
0008	Function: room rental, food, beverage and Service Charge per Clause C1(h) below.				
0008AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0008AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0008AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0008AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0008AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0008AF	Fried Chicken Sesame	150	Piece	\$ _____	\$ _____
0008AG	Bacon Wrapped Scallops	250	Piece	\$ _____	\$ _____
0008AH	Italian Sausage Calzones	150	Piece	\$ _____	\$ _____
0008AJ	Assorted Soft Drinks	120	Each	\$ _____	\$ _____
0008AK	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0008AL	Service Charge	1	LO	\$ _____	\$ _____
	TOTAL CLINs 0007 and 0008:				\$ _____

OPTION D -- NUWCDIVNPT FUNCTION FOR ____ MARCH 2002 (21 March is preferred, offerors shall fill-in the date proposed):

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. NOT-TO- EXCEED AMOUNT
0009	Guest Rooms per Clause C1(a-g) below.	45	Rooms	\$ _____	\$ _____
0010	Function: room rental, food, beverage and Service Charge per Clause C1(h) below.				
0010AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0010AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0010AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0010AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0010AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0010AF	Fried Chicken Sesame	150	Piece	\$ _____	\$ _____
0010AG	Bacon Wrapped Scallops	250	Piece	\$ _____	\$ _____
0010AH	Italian Sausage Calzones	150	Piece	\$ _____	\$ _____
0010AJ	Assorted Soft Drinks	120	Each	\$ _____	\$ _____
0010AK	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0010AL	Service Charge	1	LO	\$ _____	\$ _____
	TOTAL CLINs 0009 and 0010:				\$ _____

TOTAL AMOUNT FOR ALL FIVE (5) FUNCTIONS: _____

C1 DESCRIPTION OF SERVICE

- (a) The Hotel shall provide and the Naval Undersea Warfare Center will be responsible for utilizing ____ (number of rooms to be specified three (3) working days prior to the function) standard rooms ("Total Room Nights") for each function.
- (b) Reservations for the Event will be made by individual attendees directly with Hotel reservations at 1-800-_____ or 401-_____. Reservations are guaranteed in accordance with this order.
- (c) Attendees will be responsible for incidental charges, such as telephone usage and room service. Only the guest room rate as priced in Section B above is the responsibility of the Naval Undersea Warfare Center. The Government will provide U.S. Tax Exemption Certificates, SF 1094, for exemption from state and local taxes applicable to the Guest Room rate. Room rates shall not include these taxes.
- (d) Reservations by attendees must be received ____ days before the function date (the "Cut-Off Date"). At the Cut-Off Date, the Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space-and-rate-available basis at the Guest Room rate specified in Section B above after this date.
- (e) If the Hotel releases rooms for general sale after this date and the rooms are re-sold, the Naval Undersea Warfare Center is not liable for these rooms. Otherwise, the Naval Undersea Warfare Center agrees that a loss will be incurred by the Hotel should there be a reduction greater than ____% in Total Room Nights actually used. Should the room nights actually used by the Naval Undersea Warfare Center or by resale be less than ____% of the Total Room Nights cited in subsection (a) above, the Naval Undersea Warfare Center agrees to pay the difference between ____% of the Total Room Nights and the Naval Undersea Warfare Center's actual usage of rooms not re-sold, multiplied by the room rate as priced in Section B above.
- (f) Check-In Time is _____ p.m. Check-Out Time is _____ a.m.
- (g) The Hotel shall provide free parking. Many of the students will arrive by shuttle; however, employees of the Naval Undersea Warfare Center, who are conducting the interviews, will need parking spaces.
- (h) The Hotel shall provide the function space, equipment, food and beverage services as set forth in Attachment #1 hereto. Emergency substitutions for food items are allowable, but shall be equal in value.

C2 OPTIONS FOR SPECIFIC LINE ITEMS

This contract is renewable at the prices stated in Section B above at the option of the Government. The Naval Undersea Warfare Center, Division Newport will give notice of intent to renew to the Contractor 30 days prior to the Function Date. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises options for renewal, the contract as renewed shall be deemed to include this option provision. The Contracting Officer shall give the Contractor a written modification with funding and exercise the option at least 5 working days before the Function Date.

G1 LIMITATION OF LIABILITY - ADJUSTMENTS TO SERVICES

- (a) **Limitation of liability.** This order is subject to a "not-to-exceed" funding limitation and the amount currently available for payment hereunder is limited to \$_____. No legal liability on the part of the Government for payment in excess of this amount shall arise unless additional funds are made available and are incorporated as a modification to this order. If the contractor cannot perform in exact accordance with this order, notify the contracting officer immediately, giving your quotation.

(b) **Invoicing.** The contractor shall submit invoices to the contracting officer's representative:

Name: (to be specified at award)

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Newport, RI 02841-1708

Telephone: (to be specified at award)

Fax Number: (to be specified at award)

E-Mail address: (to be specified at award)

(c) **Payment.** (name to be specified at award) will approve the invoice by signing his name and forwarding the invoice to _____*, Code 0221. Once the invoice is approved, the contractor shall call _____* at 401-832-_____* to obtain the account number of the Government Purchase Card (presently Mastercard) to be charged. (*to be assigned at award)

(d) **Disputed Charges.** Naval Undersea Warfare Center will raise any disputed charge(s) within 10 days of receipt of the invoice. The Hotel and the Naval Undersea Warfare Center will work to resolve any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. Payment is subject to the Prompt Payment Act and per FAR 52.212-4.

CONTRACT CLAUSES ADDENDUM

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FEB 2000)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.) Subparagraphs (1), (4) through (10), and (16) through (23) are not applicable to this acquisition.

- | | |
|---|---|
| <p>___</p> <p>___</p> <p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p> <p><u>X</u></p> <p>___</p> <p>___</p> | <p>(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)</p> <p>(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)
(if offeror elects to waive the preference, it shall so indicate in its offer).</p> <p>(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)</p> <p>(12) 52.222-26, Equal Opportunity (E.O. 11246).</p> <p>(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).</p> <p>(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).</p> <p>(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
(38 U.S.C. 4212).</p> <p>(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).</p> <p>(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 522a).</p> <p>(26) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)</p> |
|---|---|

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.) Subparagraphs (3) and (4) are not applicable to this acquisition.

- | | |
|-----------------------|--|
| <p>___</p> <p>___</p> | <p>(1) 52.222-41, Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.).</p> <p>(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> |
|-----------------------|--|

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) This paragraph is not applicable to this acquisition.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- | | |
|----------|---|
| — | 252.205-7000, Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416) |
| — | 252.206-7000, Domestic Source Restriction (10 U.S.C.2304) |
| — | 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637) |
| — | 252.225-7001, Buy American Act and Balance of Payments Program (41 U.S.C. 10a -10d, E.O. 10582). |
| — | 252.225-7007, Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a -10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). |
| <u>X</u> | 252.225-7012, Preference for Certain Domestic Commodities |
| — | 252.225-7014, Preference for Domestic Specialty Metals (10 U.S.C. 2241 note). |
| — | 252.225-7015, Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note). |
| — | 252.225-7021, Trade Agreements (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note). |
| — | 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779) |
| — | 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755) |
| — | 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)). |
| — | 252.225-7036, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (___ Alternate I) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note). |
| — | 252.227-7015, Technical Data--Commercial Items (10 U.S.C. 2320) |
| — | 252.227-7037, Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321) |
| — | 252.243-7002, Requests for Equitable Adjustment (10 U.S.C. 2410) |
| — | 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631) |

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note)

SOLICITATION PROVISIONS ADDENDUM

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date,

the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation*.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

52.212-2 EVALUATION -- COMMERCIAL ITEMS (JAN 1999)

(a) Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the best value to the Government. The following factors will be used to evaluate offers for best value to the Government:

- (1) Capability
- (2) Past Performance
- (3) Price

NOTE: Capability and past performance, when combined, are significantly more important than price.

(1) CAPABILITY OF THE SERVICE OFFERED TO MEET THE GOVERNMENT REQUIREMENT:

The offeror must provide a written proposal and descriptive literature that demonstrates that the offeror meets the following criteria for award.

The hotel shall:

- Be located in Newport, Rhode Island.
- Be within walking distance of local restaurants and shops;
- Have enough guest rooms to guarantee approximately 55 rooms;
- Agree to accept the Tax Exemption Certificate;
- Apply a liberal cancellation policy (provide description in Clause C1 or re-write Clause C1 or attach a sample agreement);
- Have a function room with a capacity for up to 100 people;
- Provide catering services for hot/cold food and soft drinks for up to 100 people;
- Provide both theater with audio/visual equipment and lounge set up in the function room;
- Allow flexibility in adapting to changes in the number of rooms, participants, and special needs required for the event (provide description or attach a sample agreement);
- Provide attractive accommodations;
- Provide ample free parking for interviewers and interviewees.
- Any changes to Clause C1, other than the required fill-ins, or other clauses must be addressed in the proposal. Clause C1 is based on previous agreements with Newport, Rhode Island hotels. Alternative proposals may be submitted with the proposal.

(2) PAST PERFORMANCE – *provide references.*

(3) PRICE - *complete the Schedule Continuation Addendum and all fill-ins.* All spaces with dollar signs (\$) must be filled in and totalled. Dates other than the preferred and second choice dates may be determined unacceptable, because NUWCDIVNPT may not be able to accommodate another schedule.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS
(JAN 2001) -- ALT I (OCT 1998) -- ALT III (JAN 1999)**

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Women-owned small business concern” means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization

☐ Sole proprietorship

☐ Partnership

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common Parent.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.

Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. *[Complete only if the offeror has certified itself to be a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. *[Complete only if the offeror has certified itself to be a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(4), (5), (6) and (7) *[Not applicable to this acquisition.]*

(8) *[Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.]*

The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(9) HUBZone small business concern. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that --

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous Contracts and Compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e), (f) and (g) *[Not applicable to this acquisition.]*

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and

(4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), ☐ has, ☐ has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them);

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions.

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product;
and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item No.

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item No.

Country of Origin
